

# **Exhibit B**

**KLESTADT WINTERS JURELLER**

**SOUTHARD & STEVENS, LLP**

200 West 41<sup>st</sup> Street, 17<sup>th</sup> Floor

New York, NY 10036-7203

Telephone: (212) 972-3000

Facsimile: (212) 972-2245

Sean C. Southard

Lauren C. Kiss

*Counsel to the Debtor and Debtor-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

|                                |   |
|--------------------------------|---|
|                                | X |
| In re                          | : |
| DOWLING COLLEGE,               | : |
| f/d/b/a DOWLING INSTITUTE,     | : |
| f/d/b/a DOWLING COLLEGE ALUMNI | : |
| ASSOCIATION,                   | : |
| f/d/b/a CECOM,                 | : |
| a/k/a DOWLING COLLEGE, INC.,   | : |
|                                | : |
| Debtor.                        | : |
|                                | X |

**DECLARATION OF JACK HAZAN IN SUPPORT OF DEBTOR'S  
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF HILCO STREAMBANK AS  
BROKER FOR THE DEBTOR NUNC PRO TUNC TO MARCH 14, 2017**

I, Jack Hazan, pursuant to Federal Rule of Bankruptcy Procedure 2014(a), make this declaration (the "Declaration") in support of the *Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hilco Streambank as Broker for the Debtor Nunc Pro Tunc to March 14, 2017* (the "Application") of the above-captioned debtor and debtor-in-possession (the "Debtor").

1. I am Executive Vice President of Hilco IP Services, LLC d/b/a Hilco Streambank ("Hilco Streambank"). I make this Declaration in support of the Application in accordance with

the engagement letter between Hilco Streambank and the Debtor dated March 14, 2017 (the “Engagement Agreement”), which is attached as **Exhibit C** to the Application.

2. All statements made herein are made based on knowledge, information and belief.

3. Pursuant to the Engagement Agreement, the Debtor has sought to employ and retain Hilco IP Services, LLC d/b/a Hilco Streambank (“Hilco Streambank”) as broker for the Debtor in connection with the marketing of certain of the Debtor’s internet protocol numbers (the “IP Addresses”).

4. Hilco Streambank and its affiliates provide intellectual property advisory, brokerage and other services to entities throughout the United States and many foreign countries. Because of their size, it is possible that Hilco Streambank or its affiliates provides services to the Debtor’s creditors or entities that are related to the Debtor’s creditors, and/or to entities that are related to the Debtor. However, Hilco Streambank and its affiliates do not represent any such party in this Chapter 11 Case or with respect to the IP Addresses.

5. In order to prepare this Declaration, Hilco Streambank and its affiliates searched their records for 2015 and 2016 as to the parties listed on the interested party list provided by the Debtor.

6. This review revealed that neither I, nor Hilco Streambank, nor its affiliates, to the best of my knowledge, have any connection with the Debtor, the Debtor’s estate, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

7. In addition, to my knowledge:

a. Hilco Streambank does not hold or represent an interest adverse to the Debtor’s estate.

b. Hilco Streambank is and has not been a creditor or an insider of the Debtor.

c. Hilco Streambank is or has not been, within two years before the Petition Date, a director, officer, or employee of the Debtor.

d. None of Hilco Streambank's employees, officers, or directors is related to the Hon. Robert E. Grossman or has a connection to the U.S. Trustee or to any known employee in the office thereof.

8. Disclosure will be made to the Court of any such connection to be discovered or to occur in the future while the Engagement Agreement is in effect.

9. Insofar as I have been able to ascertain, neither I, nor Hilco Streambank, nor its affiliates, represent any interest adverse to the Debtor in this case. To the best of my knowledge, Hilco Streambank and its affiliates are "disinterested person[s]" as that term is defined in section 101(14) of the Bankruptcy Code.

10. Pursuant to the terms of the Engagement Agreement, Hilco Streambank will be compensated for the services rendered to the Debtor primarily on a fixed commission basis. Both inside and outside of bankruptcy, Hilco Streambank is often engaged on a fixed commission basis for similar work. Furthermore, the compensation contemplated in the Engagement Agreement is consistent with the market rates for such engagements.

11. Accordingly, I believe that Hilco Streambank and its affiliates, to the extent applicable, are eligible for employment and retention by the Debtor pursuant to the Bankruptcy Code and the applicable Federal Rules of Bankruptcy Procedure.

12. I declare that the foregoing statements are true, are based upon my personal knowledge, and are made under penalty of perjury under the laws of the United States.

Dated: March 15, 2017

/s/ Jack Hazan

Jack Hazan

Hilco IP Services, LLC d/b/a Hilco Streambank